

G. DUKES SCOTT
EXECUTIVE DIRECTOR

P.O. Box 11263
Columbia, S.C. 29211



Phone: (803) 737-0800
Fax: (803) 737-0801

DAN F. ARNETT
CHIEF OF STAFF

May 26, 2006

VIA E-FILEING & HAND DELIVERY

The Honorable Charles L.A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
101 Executive Center Dr., Suite 100
Columbia, SC 29210

Re: Application of YMax Communications Corporation for a Certificate of Public Convenience and Necessity to Provide Facilities Based Local Exchange, Resold Long Distance Telecommunications Services, Access Services and for Flexible Regulation of Its Local Exchange Services and Alternative Regulation of Its Long Distance Service Offerings
Docket No. 2006-85-C

Dear Mr. Terreni:

Enclosed please find the original and one copy of the Settlement Agreement in the above referenced docket.

Please note that the attached documents are exact duplicates, with the exception of the form of the signature, of the e-filed copy submitted to the Commission in accordance with its electronic filing instructions.

By copy of this letter we are also serving all other parties of record. Please let me know if you have any questions.

Sincerely,

Wendy B. Cartledge

Wendy B. Cartledge

WBC/pjm
Enclosures

cc: Bonnie D. Shealy, Esquire (w/enc)
Margaret M. Fox, Esquire (w/enc)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2006-85-C

In Re:

Application of YMax Communications)
Corp. for a Certificate of Public)
Convenience and Necessity to Provide)
Facilities Based Local Exchange Service,)
Resold Long Distance Service, and)
Access Service in the State of South)
Carolina and for Alternative Regulation)
Of its Business Service Offerings)
Within the State of South Carolina)

STIPULATION

This Settlement Agreement ("Settlement Agreement") is made by and among the Office of Regulatory Staff ("ORS") and YMax Communications Corp., ("YMax" or "the Company") (collectively referred to as the "Parties" or sometimes individually as "Party");

WHEREAS, on March 21, 2006, YMax filed its Application requesting a Certificate of Public Convenience and Necessity to provide facilities based local exchange service, resold long distance service and access service within the State of South Carolina. YMax's Application also requests that its local telecommunications services be regulated in accordance with the principles and procedures established for flexible regulation in Order 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585, YMax requests that its long distance service offerings be regulated in accordance with the principles and procedures established for alternative regulation in

Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. YMax also proposes to offer resold inbound and outbound interexchange telecommunications services and operator-assisted services to its presubscribed customers;

WHEREAS, on March 28, 2006, the Public Service Commission of South Carolina (the "Commission") issued a Notice of Filing and Hearing and set return dates for the hearing in the above captioned matter scheduled to be heard before a Hearing Examiner on June 12, 2006;

WHEREAS, on March 29, 2006, the South Carolina Telephone Coalition ("SCTC") filed a Petition to Intervene in this matter;

WHEREAS, on April 4, 2006, the Public Service Commission of South Carolina ("the Commission") appointed Mr. David Butler as the Hearing Examiner in this matter;

WHEREAS, on April 6, 2006, YMax filed additional financial information as Supplemental Exhibit C to the Application;

WHEREAS, on April 13, 2006, YMax filed the Affidavit of Daniel Borislow, Chief Executive Officer and President of YMax;

WHEREAS, on April 26, 2006, the SCTC filed a stipulation between SCTC and YMax;

WHEREAS, on May 15, 2006, YMax pre-filed testimony of Daniel Borislow with the Commission;

WHEREAS, YMax pre-filed the testimony of Peter Russo which replaces the testimony of Daniel Borislow who is unavailable to testify on June 10, 2006;

WHEREAS, the Commission scheduled this matter to be heard before Hearing Examiner David Butler on June 12, 2006 at 10:00 am;

WHEREAS, the purpose of this proceeding is to review the application filed by YMax and its request for a Certificate of Public Convenience and Necessity to provide facilities based local exchange services, resold long distance services and access services, and for flexible regulation of its local telecommunications service offerings and for alternative regulation of its long distance service offerings in South Carolina;

WHEREAS, since the filing of the notice, ORS has conducted a review of the technical, managerial, and financial expertise of the Company to provide such services;

WHEREAS, ORS has reviewed the Application and the financial data provided by the Company and its parent, and ORS has calculated certain performance ratios based upon information provided by the Company;

WHEREAS, ORS has investigated the services to be offered by YMax and its intended customer service plans;

WHEREAS, ORS has reviewed the proposed tariffs submitted by YMax;

WHEREAS, as a result of its investigations, ORS has determined a) YMax intends to offer telecommunications services throughout the state such as facilities based local exchange, resold long distance telecommunications services, access services, and inbound and outbound interexchange telecommunications services and operator-assisted services to its presubscribed customers; b) the Company does not intend to offer prepaid calling cards; c) the officers of YMax possess sufficient technical and managerial abilities to adequately provide the services applied for; d) based upon the information provided and the analysis performed, YMax appears to have access to sufficient financial

resources necessary to provide the services proposed in its application; e) certain revisions should be made to YMax's proposed tariffs in order to comply with Commission statutes and regulations; f) the services provided by YMax will meet the service standards required by the Commission; g) the provision of services by the Company will not adversely impact the availability of affordable telecommunications services; h) to the extent it is required to do so by the Commission, YMax will participate in the support of universally available telephone service at affordable rates; and i) the provision of local and interexchange services by YMax will not adversely impact the public interest; j) YMax has initiated negotiations or will initiate negotiations with one or more of the incumbent local exchange carriers for interconnection or commercial agreements applicable to services to be provided in South Carolina; and k) YMax will bill customers directly for its services.

WHEREAS, to ensure compliance with the Commission's statutes and regulations, the Parties have agreed to the following comprehensive settlement of all issues in this docket;

WHEREFORE, in the spirit of compromise, the Parties hereby stipulate and agree to the following terms and conditions:

- 1) The Parties agree that YMax's Application and exhibits to the Application are incorporated into this Stipulation and made a part hereof;
- 2) The Parties agree to stipulate into the record before the Commission this Stipulation. The Parties also agree to stipulate to the pre-filed testimony and exhibit of YMax Witness Daniel Borislow without cross-examination by ORS;

- 3) YMax agrees to submit into the record before the Commission revised tariffs in accordance with ORS recommendations as set forth in Exhibit 1 to this Settlement Agreement and incorporated herein and shall file those tariffs with both the Commission and ORS;
- 4) YMax agrees to provide, and has already submitted, financial data which was provided as Exhibit C and Supplemental Exhibit C to its Application and which is incorporated by reference;
- 5) YMax agrees to comply with South Carolina Code Section § 58-9-300 entitled "Abandonment of Service." Additionally, YMax agrees to adhere to the Federal Communication Commission rule 47 C.F.R. § 64.1190 and 64.1130 regarding preferred carrier freezes and the requirement that the form of the written authorization for the institution of the freeze be a separate or easily separable document. Prior to abandonment of service, YMax shall remove any preferred carrier freeze so as to enable consumers to seamlessly transfer their telephone numbers to another provider;
- 6) YMax agrees to comply with Title 23, Chapter 47 of the South Carolina Code Annotated, which governs the establishment and implementation of a "Public Safety Communications Center" also known as "911 service." At that time, the Company agrees to contact the appropriate authorities regarding 911 services in the counties and cities where the Company will be operating prior to initiating local service in South Carolina and shall provide the 911 coordinator in each county and/or city with information regarding the company's operations. Attached as Exhibit 2 to this

Stipulation is a memorandum from the State 911 Office which provides contact information for the County 911 Coordinators;

- 7) The Parties agree that the Company should be granted a Certificate of Public Convenience and Necessity to provide facilities based local exchange service, resold long distance service and access service within the state of South Carolina;
- 8) ORS does not oppose the Company's request for waiver of a) 26 S.C. Code Ann. Regs. 103-610 (location of records and reports) as the Company has set forth in Mr. Borislow's testimony it will provide the books and records to the Commission or ORS, upon request, on an expedited basis and at the Company's expense, b) 26 S.C. Code Ann. Regs. 103-631 (publication of directories), and any Commission policies or rules requiring a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA").
- 9) ORS does not oppose the Company's request that its local telecommunications services be regulated in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467 or that its long distance service offerings be regulated in accordance with the principles and procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C;

- 10) YMax agrees to resell the services of only those interexchange carriers authorized to do business in South Carolina by the Commission. YMax agrees to notify ORS and the Commission, in writing, if the Company changes underlying carriers;
- 11) YMax agrees that the Company will allow an end-user of resold services to access an alternative interexchange carrier or operator service provider if the end-user expresses such a desire;
- 12) YMax agrees to engage in good faith negotiations with non-BellSouth incumbent local exchange carriers whose networks interconnect with BellSouth at the same local tandem regarding traffic exchange;
- 13) The Company agrees to file necessary financial information with the Commission and ORS for universal service fund reporting, TRS reporting, annual reporting and/or gross receipts reporting;
- 14) ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10 (B) (added by Act 175). S.C. Code § 58-4-10(B)(1) through (3) read in part as follows:

... 'public interest' means a balancing of the following:

- (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
- (2) economic development and job attraction and retention in South Carolina; and
- (3) preservation of the financial integrity of the State's public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services.

ORS believes the Settlement Agreement reached among the Parties serves the public interest as defined above;

- 15) The Parties agree to advocate that the Commission accept and approve this Settlement Agreement in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and to take no action inconsistent with its adoption by the Commission. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Settlement Agreement and the terms and conditions contained herein.
- 16) The Parties agree that signing this Settlement Agreement will not constrain, inhibit, impair or prejudice their arguments or positions held in other collateral proceedings, nor will it constitute a precedent or evidence of acceptable practice in future proceedings. If the Commission declines to approve the Settlement Agreement in its entirety, then any Party desiring to do so may withdraw from the Settlement Agreement in its entirety without penalty or obligation.
- 17) This Settlement Agreement shall be interpreted according to South Carolina law.
- 18) The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Settlement Agreement by affixing its signature or by

authorizing counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the original signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement. The Parties agree that in the event any Party should fail to indicate its consent to this Settlement Agreement and the terms contained herein, then this Settlement Agreement shall be null and void and will not be binding on any Party.

(SIGNATURE PAGES FOLLOW)

WE AGREE:

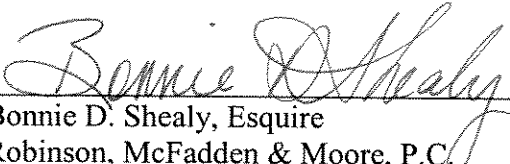
Representing the Office of Regulatory Staff

Wendy B. Cartledge
Wendy B. Cartledge, Esquire
Office of Regulatory Staff
Post Office Box 11263
1441 Main Street (Suite 300)
Columbia, SC 29211
Phone: (803) 737-0863
Fax: (803) 737-0895
Email: wcartle@regstaff.sc.gov

May 25, 2006
Date

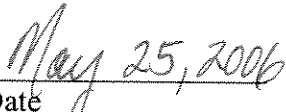
WE AGREE:

Representing YMax Communications Corp.



Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore, P.C.

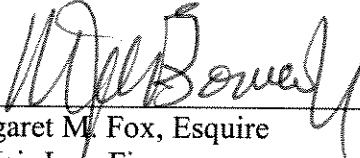
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, South Carolina 29202
Phone: (803) 227-1102
Fax: (803) 744-1551
Email: bshealy@robinsonlaw.com



Date

WE AGREE:

Representing SCTC

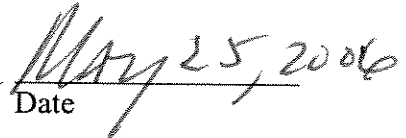


Margaret M. Fox, Esquire
McNair Law Firm

11th Floor, Bank of America Tower
1301 Gervais Street
Post Office Box 11390
Columbia, South Carolina 29211
Phone: (803) 799-9800
Fax: (803) 376-2219
Email: mfox@mcnairfirm.com



M. John Bowles, Jr.
Date



Date

Exhibit 1

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 1 (Rogers)

Exhibit E –Proposed Local Exchange Tariff - Illustrative (CLEC)
South Carolina Tariff No. 2

Section 1 – Definitions

Original Page 3 - Suggest adding the acronym “ORS” for the South Carolina Office of Regulatory Staff.

Section 2 – Regulations

2.5 – Payment Arrangements

2.5.1 – Payment for Service – Original Page 20 – [Paragraph 2] – “The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal, and 911 taxes, charges or surcharges (however designated excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.” Suggest removal of the term “gross receipts”. This is not an acceptable pass through item on customer billing in South Carolina.

2.5.3 – Disputed Bills

2.5.3 (A) – Original Page 23 – “In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer will submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.” Suggest removing the 90 day portion of language in this subsection and modify the language to state: “All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.” Furthermore, in subsection 2.5.3 (B), the Company appears to use the statute of limitations as the timeframe for the filing of disputed matters from the Customer. (1st sentence of the aforementioned subsection).

Exhibit E –Proposed Local Exchange Tariff - Illustrative (CLEC)
South Carolina Tariff No. 2

2.5.3 (B) – Original Page 23 – “The Customer should notify the Company of any disputed items on an invoice within an interval from the receipt of the invoice that is within the State’s statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Public Service Commission in accordance with the Commission’s rules of procedure. The address of the Commission is as follows.”

South Carolina Public Service Commission
Synergy Business Park
Saluda Building
101 Executive Center Dr.
Columbia, SC 29210

Suggest revising the language in the last sentence of this subsection to state: “If the Customer and the Company are unable to resolve a dispute to their mutual satisfaction, the Customer may file a complaint with the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:”

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
P.O. Box 11263
Columbia, SC 29211
Telephone Number -803-737-5230
Toll Free Number – 1-800-922-1531
Fax Number – 803-737-4750

Exhibit E –Proposed Local Exchange Tariff - Illustrative (CLEC)
South Carolina Tariff No. 2

2.5.5 –Deposits

2.5.5 (B) – Original Page 25 – “The amount of the deposit may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer’s use of the service has materially changed, or when it is indicated that it will change.” **Suggest that the Company adopt the language from the Commission’s Rules and Regulations pertaining to the amount of a customer deposit – R103-621.2 (A) – “For a new customer, a maximum deposit may be required up to an amount equal to an estimated (2) MONTHS (60 DAYS) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six months”.**

2.5.5 (D) – Original Page 25 – “Deposits will accrue interest annually in accordance with South Carolina Public Service Commission Rules. The interest accrued is 8% annually. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date. Credits will be applied as allowed under S.C. reg. 103.623.” **Suggest that the Company revise the accrual rate for deposit interest to 3.5% per Commission Order No. 2003-593.**

Section 8 – Special Arrangements

8.1 – Individual Case Basis (ICB) Arrangements – Original Page 1 – “Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing on a nondiscriminatory basis. ICB will be filed with the Public Service Commission.” **Suggest that the Company revise the last sentence of this subsection to state: “ICB’s will be kept on file and made available upon request of the Commission and/or the ORS, “**

Exhibit E –Proposed Local Exchange Tariff - Illustrative (CLEC)
South Carolina Tariff No. 2

8.3 – Individual Case Basis (ICB) Arrangements – Original Page 2 – “Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer’s premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.”

Suggest that the Company eliminate the shaded areas indicated above. ICB Contract Pricing should not be included in the Company’s tariff. Subsection 8.1 and subsection 8.3 appear to possibly be duplicative. The Company may consider combining these two subsections.

Section 9 – Promotional Offerings

9.2 – Special Promotions – Original Page 1 – “From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.”

Suggest revising the last sentence of this subsection with similar language as follows: “The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company’s tariff.”

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 1 (Rogers)

Exhibit F – Proposed Interexchange Services Tariff - Illustrative (IXC)
South Carolina Tariff No. 1

Section 1 – Terms and Abbreviations

Original Page 6 - Suggest adding the acronym “ORS” for the South Carolina Office of Regulatory Staff.

Section 2 – Rules and Regulations

2.6 – Customer Responsibility

2.6.2 (B) – Disputed Charges - Original Page 13 – “Any objections to billed charges must be reported to the Company or its billing agent within the time frames established in R.103-623 or the Commission’s rules and regulations, as amended. Adjustments to Customers’ account shall be made to the extents that circumstances exist which reasonably indicate that such changes are appropriate. If notice of the disputed charges is not received by the Company within the applicable statute of limitations, such calls shall be deemed correct and binding. Suggest including the following language to this subsection: “If the Customer and the Company are unable to resolve a dispute to their mutual satisfaction, the Customer may file a complaint with the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:”

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
P.O. Box 11263
Columbia, SC 29211
Telephone Number -803-737-5230
Toll Free Number – 1-800-922-1531
Fax Number – 803-737-4750

2.6.3 – Taxes and Fees

2.6.3 (A) – Original Page 14 – “All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included under this tariff, but shall be listed as separate line items on the Customer’s bill. .” Suggest removal of the term” gross

receipts”. This is not an acceptable pass through item on customer billing in South Carolina.

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 2 (Rogers)

Exhibit F – Proposed Interexchange Services Tariff - Illustrative (IXC)
South Carolina Tariff No. 1

Section 4 – Promotions

4.2 – Promotions – General – Original Page 29 – “From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times and locations and may waive or reduce recurring or non-recurring charges. The Company will submit any such promotions to the SC PSC for review prior to offering.”

Suggest revising the last sentence of this subsection with similar language as follows: “The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company’s tariff.”

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 1 (Rogers)

Exhibit G – Proposed Access Services Tariff - Illustrative
South Carolina Tariff No. 3

Section 1 – Definitions and Abbreviations

Original Page 9 - Suggest adding the acronym “ORS” for the South Carolina Office of Regulatory Staff.

Section 2 – Rules and Regulations

2.10 – Billing and Payment for Service

2.10.4 – Disputed Charges

2.10.4 (A) – Original Page 27 – “Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers’ bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.” Suggest removing the sixty (60) day limitation for the filing of objections to billing from the Customer and revise the language to state the following: “All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.”

2.10.4 (B) – Original Page 27 – “In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.” The ORS shares the same concerns in this subsection as outlined in the preceding subsection - 2.10.4 (A).

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 2
(Rogers)

Exhibit G – Proposed Access Services Tariff - Illustrative
South Carolina Tariff No. 3

The ORS would recommend the inclusion of the proper avenue for the filing of unresolved disputes. This would be through the Consumer Services Division of the ORS. It may appropriate to incorporate this information within subsection 2.10.4. The same procedures apply to Access related disputes as with Consumer issues. The following should be included;

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
P.O. Box 11263
Columbia, SC 29211
Telephone Number -803-737-5230
Toll Free Number – 1-800-922-1531
Fax Number – 803-737-4750

2.10.5 –Late Payment Fees – Original Page 28 – “A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company’s invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended thorough to the next business day.” Suggest that the Company revise the language in this subsection by incorporating language in the Commission’s Rules and Regulations. The following is verbatim with the Late Payment fee language found in such (R103-622.2): “A maximum of one and a half percent (1-1/2%) will be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late free may be imposed.”

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 3 (Rogers)

Exhibit G – Proposed Access Services Tariff - Illustrative
South Carolina Tariff No. 3

2.10.6 – Returned Check Charge – Original Page 28 – *“A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution”.*

Suggest deleting the above paragraph and include the returned check charge language which will be consistent with other carrier’s tariffs in South Carolina. The following is recommended: “The Company may assess a return check charge for each check returned for insufficient funds not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70.”

2.11 – Taxes, Surcharges and Fees

2.11.1 – Original Page 29 – *“All state and local taxes (i.e., gross receipts, tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer’s bill and are not included in the quoted rates and charges as set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Board imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.”* **Suggest removal of the term “gross receipts”. This is not an acceptable pass through item on customer billing in South Carolina. Additionally, the term “Board” is used in this subsection; Company should clarify if the appropriate term may be “Commission”.**

Exhibit G – Proposed Access Services Tariff - Illustrative
South Carolina Tariff No. 3

2.12 – Deposits and Advance Payments

2.12.1 – General – Original Page 30 – “The Company reserves the right to validate the creditworthiness of Customers and billed parties through available procedures. Where a Customer’s creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advanced payment, or otherwise restrict or interrupt service to a Customer.” Suggest that the Company make revisions to this subsection. Initially, the Company does have a right to validate the creditworthiness of a Customer wishing to purchase Access. Secondly, if the Company discovers criteria which is unfavorable regarding such, the Rules and Regulations allow security through collection of a deposit but does not allow refusal of service if facilities are available to provide Access to such Customer. Finally, if the Customer is up to date on their account (once Access Service has been established), the Company may not interrupt service based upon creditworthiness; again, deposit provisions may be revisited if proper criteria exists which comports with the Rules and Regulations of the Commission.

2.12.2 – Deposits

2.12.2 (A) – Original Page 30 - “To safeguard its interests, the Company may require the Customer to make a deposit to held as a guarantee for the payment of charges under Board rules. A deposit may be required if the Customer’s financial condition is not acceptable to the Company or it not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.” Suggest that the Company clarify the meaning of the term “Board” used in the first sentence. Additionally, suggest that the second sentence highlighted be deleted and replaced with language somewhat similar to: “The Company may require a deposit from a Customer consistent with the Commission’s Deposit criteria found in R. 103-621.”

2.12.2 (B) – Original Page 30 – “The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.” Suggest that the Company include the language found in R.103-621.2 of the Commission’s Rules and Regulations pertaining to “Amount of Deposit.”

YMax Communications Corporation Docket No. 2006-85-C Tariff Review Page 5 (Rogers)

Exhibit G – Proposed Access Services Tariff - Illustrative
South Carolina Tariff No. 3

2.12.2 (C) – Original Page 30 – *“The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Board or as otherwise permitted by applicable law.”* **Suggest that the Company clarify the use of the term “Board” and make appropriate revisions if not applicable to South Carolina.**

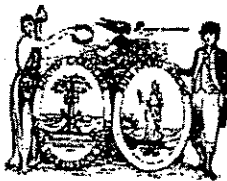
STATE OF SOUTH CAROLINA
State Budget and Control Board

OFFICE OF RESEARCH & STATISTICS

MARK SANFORD, CHAIRMAN
GOVERNOR

GRADY L. PATTERSON, JR.
STATE TREASURER

RICHARD ECKSTROM
COMPTROLLER GENERAL



HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

ROBERT W. HARRELL, JR.
CHAIRMAN, WAYS AND MEANS COMMITTEE

FRANK W. FUSCO
EXECUTIVE DIRECTOR

REMBERT C. DENNIS BUILDING
1000 ASSEMBLY STREET, SUITE 425
COLUMBIA, SOUTH CAROLINA 29201

Bobby Bowers
DIRECTOR

August 2, 2004

To: Telephone Companies New to South Carolina

In an effort to continue providing quality emergency services to the citizens of South Carolina, the State 911 Office requests that before beginning telephone services in a county, you contact the 911 Coordinator in that county. This will allow both parties to obtain important information about providing 911 services in that county. If you have already begun services, then contact the coordinator as soon as possible.

A list of County 911 Coordinators can be found on the South Carolina E911 homepage at www.ors.state.sc.us/digital/E-911/ASP. If you have any questions related to 911 in South Carolina, you may contact E911 Coordinations at the Office of Research and Statistics at 803-734-3883. The person responsible for this can also be found on the 911 homepage. Please be aware that some cities may have their own E911 systems, these are also listed on the 911 homepage. These city coordinators will need to be contacted in addition to the county coordinators.

ECONOMIC RESEARCH
WILLIAM GILLESPIE
(803) 734-3805

GEODETIC SURVEY
5 GEOLOGY ROAD
COLUMBIA, S.C. 29210
LEWIS LAPINE
(803) 896-7700

DIGITAL CARTOGRAPHY
(803) 734-3802

HEALTH & DEMOGRAPHICS
STATISTICS
1919 BLANDING STREET
COLUMBIA, S.C. 29201
WALTER F. BAILEY, M.P.H.
(803) 898-9941

Exhibit 2